

**HARTFORD LIFE AND ACCIDENT
INSURANCE COMPANY,**

Plaintiff,

VS.

Cause No.:

**TAMMY S. DAVIS,
ZACHARY H. DAVIS,
BRITTANY J. DAVIS,
VERONA J. THOMAS,
KATHY GABLER,
SANDRA GEORGE,
TINA ROSE, AND
NATASIA KRUEGER**

Defendants.

COMPLAINT FOR INTERPLEADER

COMES NOW Hartford Life and Accident Insurance Companies (“Hartford”), by and through its attorneys Thompson Coburn LLP, and asserts its Complaint for Interpleader. For its Complaint for Interpleader Hartford alleges as follows:

JURISDICTION AND VENUE

1. This is an interpleader action brought pursuant to Rule 22 of the Federal Rules of Civil Procedure.
2. This Court also has subject matter jurisdiction over this interpleader action pursuant to Federal Rule of Civil Procedure 22 because there is complete diversity of citizenship between plaintiff and defendants and more than \$75,000 exclusive of interest and costs is at issue.

3. Venue is proper in the Western District of Missouri pursuant to 28 U.S.C. § 1391 because all of the defendants reside within this district and because in this district a substantial part of the events occurred giving rise to this action.

PARTIES

4. Interpleader plaintiff Hartford is duly organized pursuant to the law of Connecticut and maintains its principal place of business in Simsbury, Connecticut. Hartford is duly authorized to conduct business in the State of Missouri.

5. Upon information and belief, Tammy S. Davis is a citizen of Missouri and a resident of Savannah, Missouri.

6. Upon information and belief, Zachary H. Davis is a citizen of Missouri and a resident of Savannah, Missouri.

7. Upon information and belief, Brittany J. Davis is a citizen of Missouri and a resident of Platte City, Missouri.

8. Upon information and belief, Verona J. Thomas is a citizen of Missouri.

9. Upon information and belief, Kathy Gabler is a citizen of Missouri and a resident of Savannah, Missouri.

10. Upon information and belief, Sandra George is a citizen of Missouri and a resident of Savannah, Missouri.

11. Upon information and belief, Tina Rose is a citizen of Missouri.

12. Upon information and belief, Natasia Krueger is a citizen of Missouri.

CONFLICTING CLAIMS

13. Ronald D. Davis (hereinafter “Decedent”), was an employee of the Missouri Department of Transportation (“MODOT”).

14. Through his employment with MODOT, Decedent's life was insured by a policy issued by Hartford, Policy No. OGL673450 (hereinafter "Policy").

15. A portion of the insurance under the Policy was paid for by the State (hereinafter "State Paid Insurance") and a portion was optional insurance paid for by the Decedent (hereinafter "Optional Insurance").

16. The State Paid Insurance insured the life of Decedent in the amount of Forty Three Thousand (\$43,000) and the Optional Insurance insured the life of Decedent in the amount of Two Hundred Fifty Five Thousand (\$255,000).

17. In February 2007, Decedent named as the beneficiary of his State Paid Insurance and his Optional Insurance, his then wife, Tammy S. Davis. A true and accurate copy of these designations are attached hereto as Exhibits A1 and A2 with Social Security Numbers redacted.

18. In February 2007, Decedent named as the contingent beneficiaries of his State Paid Insurance and his Optional Insurance, his son, Zachary H. Davis and his daughter, Brittany J. Davis.

19. In August 2010, Decedent named as his beneficiaries for the State Paid Insurance: Verona J. Thomas, his sister, Kathy Gabler, his sister, Sandra George, his sister, Tina Rose, his sister-in-law, and Natasia Krueger, his niece. A true and accurate copy of this designation is attached hereto as Exhibit B with Social Security Numbers redacted.

20. In August 2010, Decedent named as his beneficiaries of his Optional Insurance: Verona J. Thomas, his sister, Kathy Gabler, his sister, Sandra George, his sister, Tina Rose, his sister-in-law, and Natasia Krueger, his niece. A true and accurate copy of this designation is attached hereto as Exhibit C with Social Security Numbers redacted.

21. On or about January 22, 2011, Decedent named as his beneficiaries of his Optional Insurance: Verona J. Thomas, his sister, Kathy Gabler, his sister, and Sandra George, his sister. A true and accurate copy of this designation is attached hereto as Exhibit D with Social Security Numbers redacted.

22. In February 2011, the Circuit Court of Andrew County Missouri entered its Judgment Entry For Dissolution of Marriage, a true and accurate copy of which is attached hereto as Exhibit E (hereinafter "Judgment"). The Judgment included the following paragraph:

Respondent [Ronald Dean Davis] shall designate the children of petitioner and respondent, to wit: Zachary Holmes Davis and Brittany Jean Davis as irrevocable beneficiaries on his life insurance policies.

23. On or about June 28, 2011, Tammy Davis, Ronald Davis, Douglas N. Ghertner for R&R Farms and Michael Hughes for MoDOT participated in a mediation related to the motor vehicle collision on June 28, 2006 that resulted in bodily injury to Ronald Davis. Those parties then entered into a Memorandum of Mediation Settlement, a true and accurate copy of which is attached hereto as Exhibit. F.

24. On or about July 6, 2011, Tammy L. Davis and Decedent entered into a Release and Settlement Agreement, a true and accurate copy of which is attached hereto as Exhibit. G.

25. This Release and Settlement Agreement included the statement Tammy L. Davis released, acquitted and forever discharged Decedent "all claims of any kind or nature against Ronald D. Davis in connection with their dissolution of marriage action pending in Circuit Court of Andrew County, Missouri; Case No. 10AW-CC00128, which claimant now has or may hereafter have":

26. Decedent died July 27, 2011 in Andrew County, Missouri.

27. Zachary H. Davis, Brittany J. Davis, Kathy Gabler, Verona J. Thomas and Sandra George have each asserted a claim for the State Paid Insurance benefits and the Optional Insurance benefits.

28. By reason of actual or potential claims of the interpleading defendants Hartford may be exposed to multiple liabilities.

29. Hartford, as a mere stakeholder, has no interest (except to recover its attorney's fees and costs of this action), in the Policy benefits and respectfully requests that this Court determine to whom said Policy benefits shall be paid.

30. Hartford brings this Complaint of its own free will and to avoid being vexed and harassed by conflicting and multiple claims.

31. Until this Court makes its determination as to whom the proper beneficiary (or beneficiaries) of the State Paid Insurance benefit and the Optional Insurance benefits is or are, Hartford cannot safely determine the proper recipient of the State Paid Insurance benefit or the Optional Insurance benefits and thus cannot pay the State Paid Insurance benefit or the Optional Insurance benefits.

32. Hartford is without an adequate remedy at law.

WHEREFORE, Hartford demands judgment against all Defendants as follows:

A. That the Court order that Defendants interplead their respective claims to the State Paid Insurance benefits and the Optional Insurance benefits;

B. That the Court adjudge which of the claimants is entitled to the State Paid Insurance benefits and the Optional Insurance benefits;

C. That the Court forever bar and enjoin any and all of the Defendants from filing or pursuing any claim against Hartford in any way related to or arising from the State Paid Insurance benefits and/ or the Optional Insurance benefits or the death of Ronald D. Davis;

D. That the Court declare that the Hartford be forever released and discharged from all further liability arising under or relating to Ronald D. Davis;

E. That the Court dismiss the Hartford from this action with prejudice and allow the Hartford to recover its costs and attorney's fees;

F. That the Court grant Hartford such other and further relief as is proper.

THOMPSON COBURN LLP

By: /s/ **Richard J. Pautler**

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